

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Mercury Public Affairs, LLC

**2. Registration Number**

6170

**3. Name of Foreign Principal**

Ministry of Justice of Kazakhstan (through Latham &amp; Watkins LLP)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? January 1, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contract. Registrant provides the principal government relations, and strategic consulting and management services. Although the contract has an effective date of January 1, 2021, the agreement was fully executed on March 3, 2021. Registrant is filing this revised Exhibit B to disclose a written agreement with the principal.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached contract. Registrant provides the principal government relations, and strategic consulting and management services.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Please see the attached contract. Registrant provides the principal government relations, and strategic consulting and management services.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

March 12, 2021

Leonardo Dosoretz

/s/ Leonardo Dosoretz

eSigned



## CONSULTING SERVICES AGREEMENT

**Latham & Watkins LLP** ("Client"), on behalf of the **Ministry of Justice of Kazakhstan** (the "Ministry"), hereby enters into this Consulting Services Agreement ("Agreement") effective as of January 1, 2021 ("Effective Date") to retain **Mercury Public Affairs, LLC** ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).

2. Payment Terms. Client, Consultant, and Ministry agree that Consultant shall be entitled to receive and the Ministry, shall pay the fees, compensation and retainer set forth on Schedule 2, which may be modified from time to time as mutually agreed to in writing. Client and Consultant agree that the Ministry shall solely be responsible for Consultant's fees, and Client is authorized to execute this agreement on behalf of Ministry. In addition, the Ministry agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses will only be incurred with the approval of the Client. Payment in full shall be made to Consultant by the Ministry within sixty (60) days after an invoice is rendered. For ongoing fees, compensation or retainers, Ministry will be billed on the 1<sup>st</sup> of every month except if Agreement begins mid-month. In such cases, Ministry will be billed on a prorated basis in the first and last month of the Agreement. In the event that Ministry does not pay such invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Ministry shall be without deduction or offset.

3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until December 31, 2021 (the "Term"). The Term of this Agreement shall continue on a monthly basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party.

4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.

5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Confidential Information; Trade Secrets.

(a) During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly. Consultant is being retained in the matter because Consultant's specialized knowledge is essential for Client's provision of legal services to the Ministry. The services that Consultant will perform, including the fact that Consultant is providing services to the Client, are confidential and may require review of privileged, proprietary, confidential, and trade secret information of the Client or other parties. Consultant agrees to protect and maintain the confidentiality of such services and information, and not to disclose any such services and information to any other person without the prior written consent of Client, except as required by law. All documents and other materials generated or prepared by Consultant in connection with Consultant's activities shall be created at Client's direction, are understood to be protected attorney work product, and shall be marked "Privileged and Confidential – Attorney Work Product." All documents and other materials generated by Consultant or furnished to Consultant by Client or any of the Client's personnel shall be kept in separate files clearly marked "Privileged and Confidential – Attorney Work Product."

(b) Consultant agrees to abide by the terms of any court orders provided to Consultant regarding confidentiality. In the event that Consultant is requested, pursuant to legal, judicial, or administrative process, to disclose any information of the Client, including without limitation any information obtained, created, or developed in the course of this Agreement, or any analyses, summaries, or derivations thereof, Consultant shall, as promptly as reasonably practicable and in no event more than two business days, notify Client so that Client can consult with the Ministry concerning whether, on behalf of the Ministry, to seek a protective order or other appropriate remedy to protect such information from disclosure. Consultant may only refrain from notifying Client if Consultant is prohibited by law from doing so. Consultant will cooperate with Client in all reasonable respects at Ministry's cost and expense in any and all such efforts to protect such information from disclosure. In the event that no such protective order or other remedy is obtained, or the scope thereof is limited, Consultant agrees to disclose only such information as is required to be disclosed by such process, as modified or limited by such protective order or other remedy, if any.

(c) Consultant will take all reasonable steps to ensure that proper and secure storage is provided for all confidential information to protect against theft or unauthorized access with no lesser degree of care and no less robust security measures than those which would apply to Consultant's own confidential information. Consultant also agrees to implement and maintain reasonable administrative, technical, and physical safeguards designed to maintain the security and confidentiality of confidential information, protect against threats or hazards to the security or integrity of confidential information; and protect against unauthorized access to or use of confidential information. These safeguards include, but are not limited to, the encryption of

confidential information on portable devices, and removable media and in the transmission of electronic communications involving confidential information. These safeguards also include ensuring that the computing systems, workstations and laptops that access confidential data have functional and current antivirus and utilize personal firewall software. Consultant will notify Client immediately and no later than 24 hours, if Consultant learns of any actual or suspected misappropriation or unauthorized access to confidential information provided to Consultant hereunder and Consultant agrees to fully cooperate with Client in remediating any such breach. Consultant further agrees to return or destroy any information provided to Consultant pursuant to this engagement promptly upon request by Client and will ensure the shredding or other secure disposal of any media containing confidential information. The obligations under this section shall survive the termination of this Agreement.

7. Non-Exclusivity; Performance. Client hereby acknowledges and agrees that Consultant shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Consultant from doing so. Notwithstanding anything contained in this Section to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously. Notwithstanding anything else in this Section to the contrary, the parties agree that Consultant has reviewed its records and otherwise made all reasonable inquiry to determine whether it has any engagements with other parties that could reasonably be deemed to conflict with this engagement and have determined that it has none. Conflicts could involve the representation of an opposing party to the Client in this matter or representation of other parties where Consultant takes a stance on the issues presented that is opposed to the position Consultant takes here. Consultant will make all reasonable efforts to ensure that a conflict does not arise during the scope of this engagement. However, in the event that any potential conflict comes to Consultant's attention, Consultant will promptly notify Client.

8. Foreign Agents Registration Act Compliance.

(a) The parties acknowledge and agree that this Agreement shall require Consultant to make certain filings in connection with and otherwise comply with the Foreign Agents Registration Act ("FARA"). Consultant shall have the duty and obligation to make any and all necessary filings and report pursuant to FARA in connection with this Agreement.

(b) Client and Ministry are required to provide to Consultant, immediately upon request, full and accurate details (in a form approved by Consultant) concerning any activities of or information regarding Client in connection with Consultant's compliance with FARA pursuant to this Agreement.

(c) To the extent any filing of Consultant (where such filing includes or should include information related to Client or Ministry) is audited or reviewed, Client and Ministry shall cooperate and provide assistance to Consultant in responding to any such investigation in such the manner Consultant elects in its sole and exclusive discretion.



(d) In addition to any other indemnification obligations set forth in this Agreement, an indemnifying Party shall indemnify and hold harmless the Indemnified Parties from and against any and all penalties, fees, damages, liabilities, costs, and claims (including reasonable attorneys' fees) in connection with FARA which the Indemnified Parties may incur as a result of, related to, or arising out of, the indemnifying Party's failure to: (i) provide complete or accurate information to the Indemnified Parties; (ii) timely provide all requested information; (iii) abide by all applicable laws; or (iv) abide by the terms of this Section.

9. Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section.

10. Publicity. Neither party shall use the other party's name, logo, trademarks, or service marks in any advertising, publicity releases, or any other materials without such other party's prior written approval.

11. Assignment. Neither party shall assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.

12. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally, or if mailed, 72 hours after the time of mailing as set forth on Schedule 3. Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed and performed entirely within the State of New York, without regard to its conflicts of laws rules.

14. No Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

15. Dispute Resolution. In the event of any dispute between the Parties to this Agreement concerning the terms of this Agreement or matters related thereto, the Parties will first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement



within thirty (30) days of a receipt of notice of a dispute by one Party to the other Party. Each Party shall deal in good faith through representatives authorized and empowered to resolve the dispute. In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this Section and under the following terms and conditions:

(a) All disputes arising out of or in connection with this Agreement shall be finally settled and resolved under the Rules of Arbitration of the International Chamber of Commerce as are at present in force.

(b) Three arbitrators shall be appointed in accordance with said Rules.

(c) The arbitration shall take place in Washington, DC, unless otherwise agreed to in writing by both Parties to this Agreement.

(d) The language of the arbitration shall be English.

(e) Each Party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document.

(f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English.

(g) The arbitrators may award compensatory damages under the terms of this Agreement, but in no event shall the arbitrators award special, consequential, or punitive damages.

(h) Each Party shall initially bear its own expenses, including all costs and attorneys' fees, in connection with presenting its case for arbitration, and the Parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which Party or Parties shall bear and pay the costs and in what proportions.

(i) Each Party irrevocably waives any right it has or may have to a jury trial concerning any dispute concerning this Agreement.

#### 16. General.

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

(f) The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(g) Notwithstanding any provision to the contrary in this Agreement, in no event shall Consultant be liable to the Ministry (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by the Ministry for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

**CONSULTANT:**

**Mercury Public Affairs, LLC**

By:  \_\_\_\_\_

Name: John Lonergan

Title: Partner

Date: 2/26/2021

**CLIENT:**

**Latham & Watkins LLP**

By:  \_\_\_\_\_

Name: Richard Ess

Title: Partner

Date: March 3, 2021

Latham Watkins LLP obo Ministry of Justice of Kazakhstan DC Contract clean 01012021 LD.docx

## **SCHEDULE 1**

### **Services**

Consultant will provide strategic consulting and management services specific to issues facing the Client in the areas of lobbying and media relations.

## **SCHEDULE 2**

### **Compensation**

1. For consulting services identified in Schedule 1, the Ministry will compensate Consultant Twenty Thousand U.S. Dollars (\$20,000.00) per month during the Term.
2. Payments shall be made by bank transfer to Consultant's bank per attached Schedule 4.
3. In addition, the Ministry agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses over \$500.00 will be incurred only with the prior written approval of the Client.
4. Reasonable and customary expenses per Section 2 of the Agreement shall be billed and paid within 60 days in the same manner as compensation. However, regardless of and in addition to said monthly billing of expense, in certain circumstances, such as expense incurred or to be incurred by travel or other expense, said circumstances to be determined within the sole discretion of the Consultant, the Consultant may elect to require the Ministry to pay for, directly and in advance, said expense prior to Consultant being obligated to undertake said travel, expense, or other obligation.

### **SCHEDULE 3**

#### **Contact Information**

If to Consultant: Mercury Public Affairs, LLC  
509 Guisando de Avila, Suite 100  
Tampa, Florida 33613  
Attention: Bibi Rahim  
Telephone: 813-908 -1380  
Email: DASAccounting@mercuryllc.com

If to Client: Latham & Watkins LLP  
555 Eleventh Street NW, Suite 1000  
Washington, DC 20004  
Attention: David Schindler & Rick Bress  
Telephone: 213-891-8415 / 202-637-2137  
Email: david.schindler@lw.com  
rick.bress@lw.com

**SCHEDULE 4**

**Bank Information for Payments**

Below please find our payment instructions for receipt of wires, ACHs or book transfers. The information is as follows:

[REDACTED]